

AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996

By and Between

WISCONSIN BELL, INC. d/b/a SBC WISCONSIN

And

SAGE TELECOM, INC.

This Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 is entered into this _____ day of _____, 2003, between Wisconsin Bell, Inc. d/b/a SBC Wisconsin ("SBC Wisconsin") and Sage Telecom, Inc. ("CLEC") (collectively, "the Parties").

WHEREAS, the Parties have entered into the Interconnection Agreement for Wisconsin ("the Agreement"), which has been approved by the Public Service Commission of Wisconsin (the "Commission"); and

WHEREAS, the Agreement permits the Parties to mutually amend the Agreement in writing.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. MILWAUKEE METRO LCCs

- 1.1 Pursuant to this Amendment, CLEC may use the "Milwaukee Metro LCCs" (as defined herein) in conjunction with unbundled local switching with shared transport ("ULS-ST") purchased from SBC Wisconsin, in order for CLEC to provide local service on a one-way expanded basis as SBC Wisconsin provides for its end-users. "Milwaukee Metro LCCs" means the same circuit switch line class codes used by SBC Wisconsin to provide One Way Optional service to Milwaukee Metro Area ("Milwaukee One-Way Optional Service"), an optional one-way local calling service available for use with local exchange service in certain SBC Wisconsin exchanges, all per SBC Wisconsin Tariff 20, Part 4, Section 1 (currently found on Sheets 17-17.1).
- 1.2 CLEC shall order Milwaukee Metro LCCs on a per-specific ULS port basis (no default provisioning). Ordering shall be done in accordance with SBC Wisconsin's Local Service Order Guidelines (LSOG).

- 1.3 For use of the Milwaukee Metro LCCs, CLEC shall pay a non-recurring charge (NRC) of \$3.06, per ULS port on which provisioned. That NRC is in addition to other charges applicable under the Agreement (e.g., service order charges, ULS-ST charges).
- 1.4 SBC Wisconsin reserves the right to reject any CLEC order for the Milwaukee Metro LCCs where a conflict with other features/services requested on the same ULS port (e.g., feature interaction) could otherwise result, or as restricted for the Milwaukee One-Way Optional Service per SBC Wisconsin Tariff 20, Part 4, Section 1 (currently found at Sheets 17-17.1).
- 1.5 The Milwaukee Metro LCCs may only be ordered where available, and are only available for use on ULS ports that are the same local circuit switch port types on which SBC Wisconsin provides its retail Milwaukee One-Way Optional Service.
- 1.6 The Milwaukee Metro LCCs are subject to change from time to time, without notice hereunder. Such changes may occur, for examples, as a result of a Commission order, as appropriate for network/routing purposes, to reflect the activation of new NPA-NXXs, and to reflect changes in the Milwaukee One-Way Optional Service (SBC Wisconsin Tariff 20, Part 4, Section 1 (currently found at Sheets 17-17.1)).
- 1.7 If SBC Wisconsin decides to discontinue the Milwaukee One-Way Optional Service (and hence the Milwaukee Metro LCCs), SBC Wisconsin will provide CLEC with notice at least 90 days in advance of the planned date of discontinuance. CLEC will then make the service changes to its ULS ports to remove the Milwaukee Metro LCCs no later than the date of discontinuance, unless the Parties otherwise agree or make other arrangements. SBC Wisconsin will not charge CLEC any service order charge per ULS port or any other similar charges for the removal if the removal of Milwaukee One-Way Optional Service is due to SBC Wisconsin's voluntary discontinuance of that Service. CLEC acknowledges that it might be billed such charges and, if so, that billing adjustments would need to be subsequently made.
- 1.8 CLEC is and will remain solely liable and responsible for any terminating compensation charges applicable to traffic originating using the Milwaukee Metro LCCs, including any terminating access charges that may be payable to SBC Wisconsin (beginning with the trunk side of SBC Wisconsin's terminating end-office) and to third party carriers, as applicable. To the extent that the Commission has established, set, approved, or otherwise endorsed an intercompany compensation structure (including a traffic category and any rates) for Milwaukee One-Way Optional Service traffic, CLEC agrees to that structure as between CLEC and SBC Wisconsin.

- 1.9 The Milwaukee Metro LCCs have been created by, are maintained and updated by, and constitute SBC Wisconsin intellectual property. No license to that intellectual property (other than the limited license to use consistent with the provision of this Amendment) is granted by SBC Wisconsin to CLEC or any other person or entity, nor shall any license be implied or arise by estoppel with respect to any transactions contemplated under this Amendment.

2. **MISCELLANEOUS**

- 2.1 This Amendment shall be filed for approval with the Public Service Commission of Wisconsin. This Amendment shall be effective upon execution by both parties ("Amendment Effective Date"). In the event that after the Amendment Effective Date all or any portion of this Amendment as agreed-to and submitted is rejected by the Commission, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions to replace those rejected by the Commission; provided, however, that failure to reach such mutually acceptable new provisions within thirty (30) days after such rejection shall permit either Party to terminate this Amendment upon ten (10) days written notice to the other.
- 2.1.1 If either Party terminates this Amendment under paragraph 2.1, the other Party reserves the right to petition the Commission for a new amendment that is acceptable to the Commission with the terminating Party reserving its rights to fully respond to any such petition and otherwise participate in any proceeding on such petition. If the Commission modifies any portion of this Amendment, either Party reserves the right to seek further modification of that language. Both Parties fully reserve their respective rights to seek reconsideration or review of any Commission decisions made with respect to this Amendment and its subject matter (except for an approval of this Amendment as agreed-to and initially submitted).
- 2.2 This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather shall be coterminous with the Agreement.
- 2.3 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("*USTA decision*"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the *USTA decision* and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local*

Exchange Carriers, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC Wisconsin reserves its right to exercise its option at any time in the future to adopt on a date specified by SBC Wisconsin the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

- 2.4 The Parties acknowledge that the entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code.
- 2.5 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.
- 2.6 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

- 2.7 Wherever a tariff is referenced in this Amendment, it is understood that said reference automatically encompasses any revisions, modifications, or successor to such tariff.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representatives.

Sage Telecom, Inc.

Wisconsin Bell, Inc. d/b/a SBC Wisconsin
By SBC Telecommunications, Inc.,
Its authorized agent

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: For/President of Industry Markets

Date: _____

Date: _____